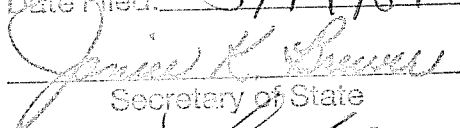
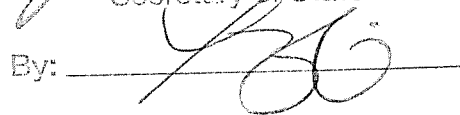


ADOT JPA File No.: 06-026
Amendment One
AG Contract No.: KR06-0557TRN
Project: I-10 @ 51st Avenue
TRACS No.: H6689 01C
Budget Source Item No.: QuikTrip

NO. 28373
Filed with the Secretary of State
Date Filed: 5/14/07

Secretary of State
By: 

**AMENDMENT NO. ONE
TO
AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
QUIKTRIP CORPORATION, Phoenix Division**

THIS AGREEMENT is entered into this date May 14th, 2007 **Amendment No. One to JPA No. 06-026, A.G. Contract No.: KR06-0557TRN, filed with the Secretary of State under No. 28373**, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the QUIKTRIP CORPORATION-Phoenix Division acting by and through its BOARD OF DIRECTORS (the "QuikTrip"). Collectively "the Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The QuikTrip is empowered to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the QuikTrip.

THE PURPOSE OF THIS AMENDMENT IS AS FOLLOWS:

Incident to roadway improvements to Interstate 10 (I-10) at 43rd and 51st Avenues accomplished by the Parties, it is necessary to replace certain asphaltic concrete pavement with Portland Cement Concrete Pavement, located at 51st Avenue herein referred to as the "Project".

THEREFORE, in consideration of the mutual Agreements expressed herein, this **Amendment** is as follows:

II. SCOPE OF WORK

Article II, Paragraph 1.b. and c. are added as follows:

1. The State shall:
 - b. Upon execution of this Amendment, , invoice the QuikTrip for the estimated costs of the Project, currently estimated at \$84,421.87, as shown on Exhibit "B", attached hereto and made a part hereof.
 - c. Upon completion of the Project, invoice or reimburse QuikTrip for the balance of the Project, based on actual costs.

Article II, Paragraphs 2.b. c. and d. are added as follows:

2. The QuikTrip shall:

b. Upon execution of this Amendment and receipt of an invoice from the State, remit \$84,421.87 for the estimated cost of the Project, as shown on Exhibit "B".

c. Be responsible for the actual costs incurred by the State for the Project.

d. Within 30 days upon receipt of an invoice from the State, if necessary, remit the actual cost for completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of the Project and all reimbursements.

2. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

3. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 29 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

4. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

QUIKTRIP CORPORATION, Phoenix Division
Attn: Kelly Vaughan, Director of Real Estate
1116 E. Broadway Road
Tempe, Arizona 85282
Phone # (480) 446-6314

7. In accordance with Arizona Revised Statutes Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

**QUIKTRIP CORPORATION,
Phoenix Division**

By Kelly P. Vaughan
KELLY P. VAUGHAN
Director of Real Estate

**STATE OF ARIZONA
Department of Transportation**

By Daniel S. Lance
DANIEL S. LANCE
Deputy State Engineer, Valley Transportation

JPA 06-026

ATTORNEY APPROVAL FORM

FOR QUICKTRIP CORPORATION-PHOENIX DIVISION

I have reviewed the above referenced proposed Agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the QUICKTRIP CORPORATION, an Oklahoma corporation ("Corporation") and declare that the Corporation is empowered to enter into this Agreement. No opinion is expressed as to the authority of the State to enter into this Agreement.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated 4/23, 2007

A handwritten signature in cursive script, appearing to read "Samuel L. Sullivan", written over a horizontal line.


Attorney

EXHIBIT 'B'

[illegible]

Notes:

1. Construction Engineering and Administration is calculated on a percentage basis (14% fixed rate) of the Quik Trip's construction cost;
2. Design Engineering was based on actual costs by Consultant
3. Design Engineering Administration was calculated on a percentage basis (5% fixed rate) of the Design Engineering Costs

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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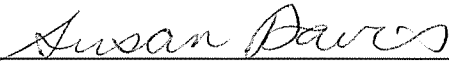
AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0557TRN (**JPA 06-026, Amendment One**), an Agreement between The State of Arizona and Quiktrip Corporation, Phoenix Division, has been reviewed pursuant to A.R.S. § 28-401, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 8, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:PHX-#4545
Attachment